

SUPPLEMENT No. 1 dated as of December 31, 1972, among FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 5 dated as of November 1, 1972, with BANK OF MONTREAL-CALIFORNIA (hereinafter called the Company) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

6865-C  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded


OCT 12 1973 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS The Trustee and the Company have entered into an Equipment Trust Agreement No. 5 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered into a Lease of Railroad Equipment No. 5 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units; and

WHEREAS the parties hereto now desire to further amend the Equipment Trust Agreement and the Lease.



NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.


2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.

3. The Company will promptly cause this Supplement No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

5. This Supplement No. 1 may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective



officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY STATE BANK,  
Owner-Trustee,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

FIRST SECURITY BANK OF UTAH, N.A.,  
Trustee,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary



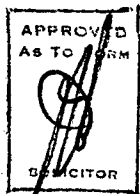
CANADIAN NATIONAL RAILWAY COMPANY

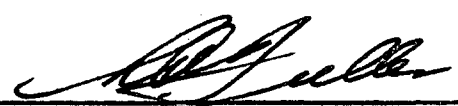
by

  
Vice President

[Corporate Seal]

Attest:



  
ASSISTANT Secretary

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this            day of            1973, before me

personally appeared

, to me

personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My commission expires

**Notary Public**

[NOTARIAL SEAL]

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this                      day of                      1973, before me

personally appeared

to me  
personally known, who, being by me duly sworn, says that he  
is of FIRST SECURITY STATE  
BANK, that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the said banking corporation,  
that said instrument was signed and sealed on behalf of said  
banking corporation by authority of its Board of Directors,  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said banking corpora-  
tion.

My commission expires

**Notary Public**

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, )

1) SS.:

**CITY OF MONTREAL, )**

On this 6th day of April 1973, before me

personally appeared

J. M. Duncan

to me personally known, ~~who~~, being by me duly sworn, says

that he is the *new President* of CANADIAN

NATIONAL RAILWAY COMPANY, that one of the seals affixed to

the foregoing instrument is the corporate seal of the said

corporation, that said instrument was signed and sealed on

behalf of said corporation by authority of its Board of

Directors, and he acknowledged that the execution of the

foregoing instrument was the free act and deed of said

corporation.

H. Langelier

~~Commissioner for Oaths~~

NOTARY PUBLIC

Notary

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 5

Group C Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
90	52'8" 100-ton box cars, 10' sliding doors	\$1,614,143.70 (Canadian)	CNIS 417000- 417089





SCHEDULE II--Lease No. 5

Group C Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
90	52'8" 100-ton box cars, 10' sliding doors	\$1,614,143.70 (Canadian)	CNIS 417000- 417089



SUPPLEMENT No. 1 dated as of December 31, 1972, among FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 5 dated as of November 1, 1972, with BANK OF MONTREAL-CALIFORNIA (hereinafter called the Company) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS The Trustee and the Company have entered into an Equipment Trust Agreement No. 5 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered into a Lease of Railroad Equipment No. 5 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units; and

WHEREAS the parties hereto now desire to further amend the Equipment Trust Agreement and the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.

2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.

3. The Company will promptly cause this Supplement No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

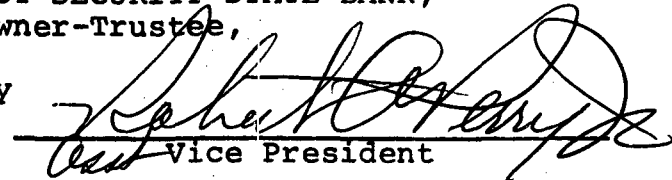
5. This Supplement No. 1 may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective

officers thereunto duly authorized and their respective  
corporate seals, duly attested, to be hereunto affixed as  
of the day and year first above written.

FIRST SECURITY STATE BANK,  
Owner-Trustee,

by

  
Vice President

[Corporate Seal]

Attest:

  
Asst. Secretary

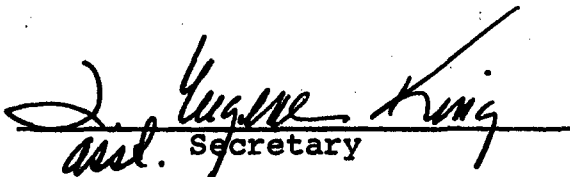
FIRST SECURITY BANK OF UTAH, N.A.,  
Trustee,

by

  
Vice President

[Corporate Seal]

Attest:

  
Asst. Secretary

CANADIAN NATIONAL RAILWAY COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

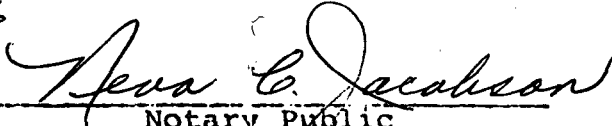
\_\_\_\_\_  
Secretary

STATE OF UTAH,                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE,        )

On this 29th day of March 1973, before me  
personally appeared Robert A. Perry, Jr.,

to me  
personally known, who, being by me duly sworn, says that he  
is Assistant Vice President of FIRST SECURITY STATE  
BANK, that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the said banking corporation,  
that said instrument was signed and sealed on behalf of said  
banking corporation by authority of its Board of Directors,  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said banking corpora-  
tion.

My commission expires 3-31-76

  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE,        )

On this 29th day of March 1973, before me  
personally appeared Scott D. Allen, Vice President

, to me  
personally known, who, being by me duly sworn, says that he  
is an Authorized Officer of First Security Bank of Utah, N.A.,  
that one of the seals affixed to the foregoing instrument is  
the corporate seal of said national banking association, that  
said instrument was signed and sealed on behalf of said  
national banking association by authority of its By-laws, and  
he acknowledged that the execution of the foregoing instrument  
was the free act and deed of said national banking association.  
My commission expires 3-31-76

  
Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, )  
 ) ss.:  
CITY OF MONTREAL, )

On this                      day of                      1973, before me personally appeared                      to me personally known, who, being by me duly sworn, says that he is the                      of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

**Commissioner for Oaths**

[NOTARIAL SEAL]



SCHEDULE I--Equipment Trust Agreement No. 5

Group C Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
90	52'8" 100-ton box cars, 10' sliding doors	\$1,614,143.70 (Canadian)	CNIS 417000- 417089

SCHEDULE II--Lease No. 5

Group C Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
90	52'8" 100-ton box cars, 10' sliding doors	\$1,614,143.70 (Canadian)	CNIS 417000- 417089